RECENT CASES

ADVERSE POSSESSION—RAILROADS—PUBLIC LANDS—EFFECT OF ABANDONMENT.—MILLS V. DENVER & R. G. R. Co., 198 FED., 137.—*Held,* where a railroad company, which by the construction of its road has acquired a right of way over public land, has abandoned the same by relocation of its line and the removal of its track, the old right of way becomes subject to the rules governing property privately owned, and title thereto may be acquired by adverse possession under color of title.

As to whether a railroad right of way is the subject of adverse possession there is a conflict among the authorities. Many cases have held that title may be so acquired. *Matthews v. Lake Shore & M. S. R. Co.,* 110 Mich., 170; *Pittsburg R. R. Co. v. Stickney,* 155 Ind., 312; *Illinois Central R. R. Co. v. Houghton,* 126 Ill., 233. In other jurisdictions it is held that a railroad right of way cannot be acquired by adverse possession on the ground of the public nature of such a right of way. *Southern P. R. R. Co. v. Hyatt,* 132 Cal., 240; *McLucas v. St. Joseph R. R. Co.,* 67 Neb., 603. In other jurisdictions a railroad right of way is put under the protection of a statute. *Littlefield v. Boston R. R. Co.,* 146 Mass., 268; *Costello v. Grand Trunk R. R. Co.,* 70 N. H., 403; *St. Louis R. R. Co. v. Smith,* 170 Mo., 327. The principal case does not deny the contention of the defendant that a title acquired under an act of Congress cannot be taken from it, but it draws a distinction, in that in the case under consideration the right of way having been abandoned by the railroad company the reason for the rule no longer exists. The company having taken up another route, the old route loses its public nature and becomes subject to the rules governing private property.

BILLS AND NOTES—EVIDENCE—PARTIES—PRESUMPTIONS—NATURE OF LIABILITY.—WOODSVILLE GUARANTY SAVINGS BANK V. ROGERS ET AL., 83 ATL., 537 (VT.)—*Held,* that strangers to a note, who sign their names on the back thereof, become *prima facie* makers, but may show that they are indorsers and liable only as such.

Before the adoption of the Negotiable Instruments Law there was considerable diversity of opinion as to the liability of a stranger who signed his name on commercial paper. In some of the States such an indorser was *prima facie* regarded as guarantor. *Parkhurst v. Vail,* 73 Ill., 343; *Lyon & Co. v. Bank,* 85 Fed., 120. In other jurisdictions he was regarded as joint maker. *Good v. Martin,* 95 U. S., 90; *Currier v. Fellows,* 27 N. H., 366. The Massachusetts Courts adopted a stringent rule, holding such a party liable as maker, and did not admit parol evidence to show that such was not his real contract. *Way v. Butterworth,* 108 Mass., 509. Still other jurisdictions regarded him as indorser. *Moore v. Cross,* 19 N. Y., 227; *Riggs v. Waldo,* 2 Cal., 485. But these Courts again dif-